

AFSCME Iowa Council 61
Initial Proposal
November 16, 2012

2013[2011] - 2015[2013]

COLLECTIVE
BARGAINING
AGREEMENT

BETWEEN

THE STATE OF IOWA

AND

THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 61 AFL-CIO

MASTER CONTRACT
for the following bargaining units

BLUE COLLAR
CLERICAL
COMMUNITY CORRECTIONS
FISCAL & STAFF
PATIENT CARE
SECURITY
TECHNICAL

Effective: July 1, **2013**[2011] through June 30, **2015**[2013]

Note: Throughout the course of these negotiations, the Union reserves the right to add to, delete from and/or revise this proposal.

Note: All notations in the Collective Bargaining Agreement which make a reference to an Appendix needs to be reviewed mutually to ensure that the notations are appropriately placed in the Collective Bargaining Agreement.

**ARTICLE I
AGREEMENT**

This Agreement made and entered into this 1st day of July 2013 ~~[2011]~~, at Des Moines, Iowa, pursuant to the provisions of Chapter 20 of the Code of Iowa, by and between the State of Iowa (hereinafter referred to as the Employer) and the American Federation of State, County, and Municipal Employees, Iowa Public Employees Council 61, AFL-CIO (hereinafter referred to as the Union), and its appropriate affiliated locals, as representatives of employees employed by the State of Iowa, as set forth specifically in Appendix A.

**ARTICLE II
RECOGNITION AND UNION SECURITY**

Current Contract Language

**ARTICLE III
MANAGEMENT RIGHTS**

Current Contract Language

**ARTICLE IV
GRIEVANCE PROCEDURE**

Current Contract Language

**ARTICLE V
SENIORITY**

Current Contract Language

**ARTICLE VI
LAYOFF PROCEDURE**

Current Contract Language

ARTICLE VII TRANSFERS

Current Contract Language

ARTICLE VIII HOURS OF WORK

Current Contract Language

ARTICLE IX WAGES AND FRINGE BENEFITS

Section 1 Wages

- A. On the first day of the pay period that includes July 1, 2013 ~~[2011]~~, employees in the bargaining units covered by this Agreement shall receive an across-the-board pay increase of one ~~[two]~~ percent (1 ~~[2]~~%) added to the base salary.

~~[Effective in the pay period including January 1, 2012, employees in the bargaining units covered by this Agreement shall receive an across-the-board pay increase of one percent (1%) added to the base salary.]~~

All employees eligible for negotiated within-range step increases shall receive automatic step increases in accordance with their eligibility date and the new rate of pay shall start on the first day of the pay period in which the employee's eligibility date occurs. The current procedure used in Regents will continue as it currently exists. The step increases shall be automatic four and one-half percent (4.5%) within-grade increases in accordance with their eligibility date.

- B. On the first day of the pay period that includes July 1, 2014 ~~[2012]~~, employees in the bargaining units covered by this Agreement shall receive an across-the-board pay increase of two percent (2) added to the base salary.

~~[Effective in the pay period including January 1, 2013, employees in the bargaining units covered by this Agreement shall receive an across-the-board pay increase of one percent (1%) added to the base salary.]~~

All employees eligible for negotiated within-range step increases shall receive automatic step increases in accordance with their eligibility date and the new rate of pay shall start on the first day of the pay period in which the employee's eligibility date occurs. The current procedure used in Regents will continue as it currently exists. The step increases shall be automatic four and one-half percent (4.5%) within-grade increases in accordance with their eligibility date.

- C. Current Contract Language
- D. Current Contract Language
- E. Current Contract Language
- F. Current Contract Language

Section 2 Deferred Compensation

Current Contract Language

Section 3 Selected IRS Pre-Tax Benefits

Current Contract Language

Section 4 Health Benefits

A. Group Plans and Contributions

The State agrees to continue to provide group health benefits to all eligible bargaining unit members. Employees will have health plan options of Program 3 Plus, Iowa Select, a PPO with a \$50 emergency room co-payment, without consideration of any other deductible, as well as such managed care organization plans as offered annually by the State with the benefits at the same level as provided under such plans during 2007. Program 3 Plus and Iowa Select will be modified to include a three (3) tier drug card program in which there is a separate \$250/\$500 drug card out-of-pocket maximum and a \$5/\$15/\$30 (generic/brand name formulary/brand name nonformulary respective) copayment. Program 3 Plus and Iowa Select will include a mail order prescription provision where two co-payments will be paid for a ninety (90) day supply for maintenance drugs determined by the carrier. If a generic equivalent is appropriate and available and the member chooses a brand name drug, the member is responsible for the copayment plus any difference between the maximum allowable fee for the generic drug and the maximum allowable fee for the brand name drug, even if the provider has specified that the brand name drug must be taken. The deductible carry over provision for both Plan 3 Plus and Iowa Select will be eliminated. A \$15 standard office visit co-pay will be included in both Program 3 Plus and Iowa Select. This co-pay applies once per date of service and applies to the exam only, deductible and coinsurance do not follow the co-pay for the exam. Coinsurance would apply to other office services and the co-pay will not count towards out-of-pocket maximums. The State further agrees to contribute to the cost of health benefits in accordance with the following provisions:

1. Single Plans:

In each year of this Agreement, the State shall contribute the full cost of single coverage.

2. Family Plans:

Effective January 1, **2014** ~~{2012}~~, the State's monthly contribution to all plans shall be eighty-five percent (85%) of Iowa Select. Employees may apply this dollar amount to the plan of their choice.

Effective July 1, **2015** ~~{2013}~~, the State's monthly contribution to all plans shall be eighty-five percent (85%) of Iowa Select. Employees may apply this dollar amount to the plan of their choice.

Family plans will be available to Domestic Partners, provided they meet requirements set forth by the State and its carriers. The State will pay the State's contribution toward family premium. Any forms or affidavits will not be made part of this contract.

Either year of this Agreement:

Should the monthly premium for any family health plan option be reduced during this Agreement, the State and the employees will contribute the same percentages of total monthly premium paid in the prior year. The State's contribution for a MCO not previously offered will be the State's contribution to Iowa Select.

3. Double-Spouse:

Current Contract Language

B. Cost Containment

Current Contract Language

C. Second Opinions

Current Contract Language

Section 5 Dental Benefits

Current Contract Language

Section 6 Workers' Compensation Benefits

Current Contract Language

Section 7 Life Insurance

Current Contract Language

Section 8 Disability Insurance
Current Contract Language

Section 9 School Year Employees
Current Contract Language

Section 10 Sick Leave
Current Contract Language

Section 11 Paid Annual Leave of Absence (Vacation)
Current Contract Language

Section 12 Holidays
Current Contract Language

Section 13 Travel and Lodging
Current Contract Language

Section 14 Payday
Current Contract Language

**ARTICLE X
LEAVES OF ABSENCE**

Current Contract Language

**ARTICLE XI
MISCELLANEOUS**

Current Contract Language

**ARTICLE XII
HEALTH AND SAFETY**

Current Contract Language

**ARTICLE XIII
(THIS ARTICLE RESERVED FOR FUTURE USE)**

**ARTICLE XIV
GENERAL**

Current Contract Language

TERMINATION OF AGREEMENT

The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, 2013 ~~{2011}~~, and terminating on June 30, 2015 ~~{2013}~~, unless the parties mutually agree in writing to extend any or all of the terms of this Agreement. Upon termination of the Agreement, all obligations under the Agreement are automatically canceled.

Negotiations for a new Agreement shall commence on or before November 30, 2014 ~~{2012}~~. In the event the parties fail to reach an agreement by January 1, 2015 ~~{2013}~~, mediation shall be requested. In the event the parties are still at impasse on February 1, 2015 ~~{2013}~~, the dispute shall be submitted to final and binding arbitration. In the event the dispute is submitted to arbitration, the arbitrator's decision shall be rendered by no later than March 1, 2015 ~~{2013}~~. The parties may mutually agree to eliminate or modify any of the above impasse procedures.

**APPENDIX A PAYGRADES AND CLASSIFICATION
PAYGRADES AND CLASSIFICATIONS**

Current Contract Language The parties will mutually review all classifications and add in all new classifications or delete all classifications that no longer exist.

**APPENDIX B
ORGANIZATIONAL AND EMPLOYING UNITS**

Current Contract Language

**APPENDIX B2
COMMUNITY BASED CORRECTIONS**

Current Contract Language

APPENDIX C
ENROLLMENT PERIODS, OTHER ENROLLMENT CHANGES, AND MOVEMENT AMONG PLANS

Current Contract Language

APPENDIX C-1
HEALTH BENEFITS
REVIEW COMMITTEE

Current Contract Language

APPENDIX D
DENTAL BENEFIT COVERAGE

Current Contract Language

APPENDIX E
RELOCATION REIMBURSEMENT

Current Contract Language

APPENDIX F
AIRPORT FIREFIGHTERS

Current Contract Language

APPENDIX G
DEPARTMENT OF PUBLIC DEFENSE

Current Contract Language

**APPENDIX H
DEPARTMENT OF CORRECTIONS**

Current Contract Language

**APPENDIX I
DEPARTMENT OF TRANSPORTATION**

Current Contract Language

**APPENDIX J
DEPARTMENT OF HUMAN SERVICES**

Current Contract Language

**APPENDIX K
ATTENDANCE POLICY**

Current Contract Language

**APPENDIX L
DEPARTMENT OF ADMINISTRATIVE SERVICES –
GENERAL SERVICES ENTERPRISE (DAS-GSE)**

Current Contract Language

**APPENDIX M
BOARD OF REGENTS (BOR)**

Current Contract Language

**APPENDIX N
RESERVED**

**APPENDIX O
SECURITY BARGAINING UNIT**

Current Contract Language

**APPENDIX P
DEPARTMENT OF NATURAL RESOURCES**

Current Contract Language

**APPENDIX Q
PROFESSIONAL FISCAL & STAFF BARGAINING UNIT**

Current Contract Language

**APPENDIX R
CLERICAL BARGAINING UNIT**

Current Contract Language

**APPENDIX S
COMMUNITY BASED CORRECTIONS BARGAINING UNIT**

Current Contract Language

**APPENDIX T
IOWA WORKFORCE
DEVELOPMENT DEPARTMENT**

Current Contract Language

APPENDIX U
MEMORANDUM OF UNDERSTANDING #1
Upward Mobility

Current Contract Language

MEMORANDUM OF UNDERSTANDING #2
Recruitment for Health Care Professionals

Current Contract Language

MEMORANDUM OF UNDERSTANDING #3
Reducing Patient on Staff Violence

Current Contract Language

MEMORANDUM OF UNDERSTANDING #4
Minimizing Mandatory Overtime

Current Contract Language

MEMORANDUM OF UNDERSTANDING #5
Second Shift Differential ASP and ISP

Current Contract Language

MEMORANDUM OF UNDERSTANDING #6
Job Evaluation

Current Contract Language

MEMORANDUM OF UNDERSTANDING #7
Union Security Provisions

Current Contract Language

MEMORANDUM OF UNDERSTANDING #8
DAS-GSE Clothing and Uniforms

Current Contract Language

**APPENDIX V
IOWA VETERANS HOME**

Current Contract Language

**APPENDIX W
PATIENT CARE BARGAINING UNIT**

1. Current Contract Language
- 2a. Current Contract Language
- 2b. Current Contract Language
- 2c. Current Contract Language
3. The Anamosa State Penitentiary will continue the pilot program in which registered nurses are scheduled to work a straight eight (8) hour shift with no unpaid break for a meal period ending June 30, 2015 ~~[2013]~~.
4. Current Contract Language
5. Current Contract Language
6. Current Contract Language
7. Current Contract Language